

THE HON. MICHELLE L. PETERSON
TRIAL DATE: 01/26/2026

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

JESSICA H. ZBOGAR-SMITH,

Plaintiff,

vs.

FIRST NATIONAL INSURANCE CO. OF
AMERICA,

Defendant.

No. 2:25-cv-00129 MLP

STIPULATED MOTION FOR AGREED
PROTECTIVE ORDER

NOTE FOR: 6/25/2025

The parties, through their respective counsel of record, stipulate to the entry of a protective order that includes the following provisions:

1. PURPOSES AND LIMITATIONS

Discovery in this action (the “Litigation”) is likely to involve production of confidential, proprietary, or private information (hereinafter “Confidential Information”) for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use

1 extends only to the limited information or items that are entitled to confidential treatment
2 under the applicable legal principles, and it does not presumptively entitle parties to file
3 confidential information under seal.

4
5 2. “CONFIDENTIAL” MATERIAL

6 “Confidential” material shall include, but not be limited to the following: (a) social
7 security numbers and any similar personally identifying information; (b) tax documents and
8 information related thereto; (c) financial information; (d) employee personnel files; (e)
9 training documents; (f) claim handling guidelines; (g) vendor service agreements; and any
10 other information to be requested in discovery that the producing party has maintained as
11 confidential and proprietary in the normal course of its business.

12 3. SCOPE

13 The protections conferred by this agreement cover not only confidential material (as
14 defined above), but also (1) any information copied or extracted from confidential material;
15 (2) all copies, excerpts, summaries, or compilations of confidential material; and (3) any
16 testimony, conversations, or presentations by parties or their counsel that might reveal
17 confidential material.

18
19 However, the protections conferred by this agreement do not cover information that is
20 in the public domain or becomes part of the public domain through trial or otherwise.

21 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

22 4.1 Basic Principles. A receiving party may use confidential material that is
23 disclosed or produced by another party or by a non-party in connection with this case only for
24 prosecuting, defending, or attempting to settle this litigation. Confidential material may be
25 disclosed only to the categories of persons and under the conditions described in this
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1 agreement. Confidential material must be stored and maintained by a receiving party at a
2 location and in a secure manner that ensures that access is limited to the persons authorized
3 under this agreement.

4 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
5 ordered by the court or permitted in writing by the designating party, a receiving party may
6 disclose any confidential material only to:

7
8 (a) the receiving party’s counsel of record in this action, as well as employees
9 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

10 (b) the officers, directors, and employees (including in house counsel) of the
11 receiving party to whom disclosure is reasonably necessary for this litigation, unless the
12 parties agree that a particular document or material produced is for Attorney’s Eyes Only and
13 is so designated;

14 (c) experts and consultants to whom disclosure is reasonably necessary for this
15 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
16 A);

17
18 (d) the court, court personnel, and court reporters and their staff;

19 (e) copy or imaging services retained by counsel to assist in the duplication of
20 confidential material, provided that counsel for the party retaining the copy or imaging service
21 instructs the service not to disclose any confidential material to third parties and to
22 immediately return all originals and copies of any confidential material;

23 (f) during their depositions, witnesses in the action to whom disclosure is
24 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be
25 Bound” (Exhibit A), unless otherwise agreed by the designating party or ordered by the court.
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1 Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential
 2 material must be separately bound by the court reporter and may not be disclosed to anyone
 3 except as permitted under this agreement;

4 (g) the author or recipient of a document containing the information or a
 5 custodian or other person who otherwise possessed or knew the information.
 6

7 4.3 Filing Confidential Material. Before filing confidential material or discussing
 8 or referencing such material in court filings, the filing party shall confer with the designating
 9 party, in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating
 10 party will remove the confidential designation, whether the document can be redacted, or
 11 whether a motion to seal or stipulation and proposed order is warranted. During the meet and
 12 confer process, the designating party must identify the basis for sealing the specific
 13 confidential information at issue, and the filing party shall include this basis in its motion to
 14 seal, along with any objection to sealing the information at issue. Local Civil Rule 5(g) sets
 15 forth the procedures that must be followed and the standards that will be applied when a party
 16 seeks permission from the court to file material under seal. A party who seeks to maintain the
 17 confidentiality of its information must satisfy the requirements of Local Civil Rule 5(g)(3)(B),
 18 even if it is not the party filing the motion to seal. Failure to satisfy this requirement will
 19 result in the motion to seal being denied, in accordance with the strong presumption of public
 20 access to the Court's files.
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23 5. DESIGNATING PROTECTED MATERIAL

24 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
 25 party or non-party that designates information or items for protection under this agreement
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1 must take care to limit any such designation to specific material that qualifies under the
2 appropriate standards. The designating party must designate for protection only those parts of
3 material, documents, items, or oral or written communications that qualify, so that other
4 portions of the material, documents, items, or communications for which protection is not
5 warranted are not swept unjustifiably within the ambit of this agreement.
6

7 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
8 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
9 unnecessarily encumber or delay the case development process or to impose unnecessary
10 expenses and burdens on other parties) expose the designating party to sanctions.

11 If it comes to a designating party's attention that information or items that it
12 designated for protection do not qualify for protection, the designating party must promptly
13 notify all other parties that it is withdrawing the mistaken designation.
14

15 5.2 Manner and Timing of Designations. Except as otherwise provided in this
16 agreement (see, e.g., second paragraph of section 5.2(b) below), or as otherwise stipulated or
17 ordered, disclosure or discovery material that qualifies for protection under this agreement
18 must be clearly so designated before or when the material is disclosed or produced.

19 (a) Information in documentary form: (e.g., paper or electronic documents and
20 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial
21 proceedings), the designating party must affix the word "CONFIDENTIAL" to each page that
22 contains confidential material. If only a portion or portions of the material on a page qualifies
23 for protection, the producing party also must clearly identify the protected portion(s) (e.g., by
24 making appropriate markings in the margins).
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(b) Testimony given in deposition or in other pretrial proceedings: the parties and any participating non-parties must identify on the record, during the deposition or other pretrial proceeding, all protected testimony, without prejudice to their right to so designate other testimony after reviewing the transcript. Any party or non-party may, within fifteen days after receiving the transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or exhibits thereto, as confidential. If a party or non-party desires to protect confidential information at trial, the issue should be addressed during the pre-trial conference.

(c) Other tangible items: the producing party must affix in a prominent place on the exterior of the container or containers in which the information or item is stored the word "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection, the producing party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the designating party's right to secure protection under this agreement for such material. Upon timely correction of a designation, the receiving party must make reasonable efforts to ensure that the material is treated in accordance with the provisions of this agreement.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any party or non-party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a party does not waive its right to

1 challenge a confidentiality designation by electing not to mount a challenge promptly after the
2 original designation is disclosed.

3 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute
4 regarding confidential designations without court involvement. Any motion regarding
5 confidential designations or for a protective order must include a certification, in the motion
6 or in a declaration or affidavit, that the movant has engaged in a good faith meet and confer
7 conference with other affected parties in an effort to resolve the dispute without court action.
8 The certification must list the date, manner, and participants to the conference. A good faith
9 effort to confer requires a face-to-face meeting or a telephone conference.
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11 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
12 intervention, the designating party may file and serve a motion to retain confidentiality under
13 Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden
14 of persuasion in any such motion shall be on the designating party. Frivolous challenges, and
15 those made for an improper purpose (e.g., to harass or impose unnecessary expenses and
16 burdens on other parties) may expose the challenging party to sanctions. All parties shall
17 continue to maintain the material in question as confidential until the court rules on the
18 challenge.
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20 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
21 OTHER LITIGATION

22 If a party is served with a subpoena or a court order issued in other litigation that
23 compels disclosure of any information or items designated in this action as
24 “CONFIDENTIAL,” that party must:
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1 (a) promptly notify the designating party in writing and include a copy of the
2 subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order to
4 issue in the other litigation that some or all of the material covered by the subpoena or order is
5 subject to this agreement. Such notification shall include a copy of this agreement; and
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7 (c) cooperate with respect to all reasonable procedures sought to be pursued by
8 the designating party whose confidential material may be affected.

9 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
11 confidential material to any person or in any circumstance not authorized under this
12 agreement, the receiving party must immediately (a) notify in writing the designating party of
13 the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
14 protected material, (c) inform the person or persons to whom unauthorized disclosures were
15 made of all the terms of this agreement, and (d) request that such person or persons execute
16 the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.
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18 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
19 PROTECTED MATERIAL

20 When a producing party gives notice to receiving parties that certain inadvertently
21 produced material is subject to a claim of privilege or other protection, the obligations of the
22 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
23 provision is not intended to modify whatever procedure may be established in an e-discovery
24 order or agreement that provides for production without prior privilege review. The parties
25 agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.
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10. NON TERMINATION AND RETURN OF DOCUMENTS

Within 60 days after the termination of this action, including all appeals, each receiving party must return all confidential material to the producing party, including all copies, extracts and summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction. Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain confidential material.

The return-or-destroy period shall be extended to the period required by First National Insurance Company of America's document retention policy and any applicable statutes and regulations concerning the issuance of insurance, whichever is longer.

The confidentiality obligations imposed by this agreement shall remain in effect until a designating party agrees otherwise in writing or a court orders otherwise.

**IT IS SO STIPULATED; APPROVED AS TO FORM, NOTICE OF PRESENTATION
WAIVED:**

Dated: June 25, 2025

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ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED IT this 18th day of July, 2025.

IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any documents in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law.

Dated this 18th day of July, 2025.



MICHELLE L. PETERSON
United States Magistrate Judge

EXHIBIT A

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

JESSICA H. ZBOGAR-SMITH,

Plaintiff,

vs.

FIRST NATIONAL INSURANCE CO. OF
AMERICA,

Defendant.

No. 2:25-cv-00129 MLP

ACKNOWLEDGMENT AND
AGREEMENT TO BE BOUND BY
STIPULATION FOR AND AGREED
PROTECTIVE ORDER

I, _____ [print or type full name], of
 _____ [print or type full address], declare under
 penalty of perjury that I have read in its entirety and understand the Stipulated Protective
 Order that was issued by the United States District Court for the Western District of
 Washington on _____, 2025 in the case of *Jessica H. Zbogar-Smith v. First
 National Insurance Company of America, Case No. 2:25-cv-00129 MLP*. I agree to comply
 with and to be bound by all the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and punishment in the
 nature of contempt. I solemnly promise that I will not disclose in any manner any information

1 or item that is subject to this Stipulated Protective Order to any person or entity except in
2 strict compliance with the provisions of this Order.

3 I further agree to submit to the jurisdiction of the United States District Court for the
4 Western District of Washington for the purpose of enforcing the terms of this Stipulated
5 Protective Order, even if such enforcement proceedings occur after termination of this action.
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7 Date: _____

8 City and State where sworn and signed: _____

9 Printed name: _____

10 Signature: _____
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